

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of Springfield ("City") and the Springfield Police Association ("SPA").

The City and SPA agree that the following article and section of the Collective Bargaining Agreement expiring on June 30, 2023, shall be modified as below.

Article 10 – Sick Leave

10.4 Integration with Workers' Compensation

The City provides workers' compensation benefits in accordance with State law for all employees for injuries and illnesses arising out of, and in the course of, employment with the City. Worker's compensation benefits, including time loss, will be administered in accordance with Oregon Workers' Compensation Law and Administrative Rules. Supplemental workers' compensation pay, which is in addition to Worker's Compensation time loss, is governed by this Article 10.4.

a) Payment of Workers Compensation and Time loss:

When an employee is absent from work because of an on-the-job injury or illness compensable by Workers' Compensation, and eligible for Workers' Compensation temporary total disability (TTD) or temporary partial disability (TPD) benefits (aka "time-loss"), the employee will keep their time loss check and receive their regular paycheck and benefits for the period they are receiving time loss payments up to three-hundred-and sixty-five (365) calendar days from the date of injury due to the on-the-job injury or occupational illness. For this Article 10.4, "regular paycheck" means base wage plus all pay steps, cost of living adjustments, incentive pays, certification pays, premium pay, and Personal Expense & Special Pay for which the employee is eligible, but excludes overtime and worked standby pay.

However, any time loss payments will be deducted from the employee's paycheck and adjusted in the next available payroll cycle or subsequent paychecks if the employee's paycheck is insufficient to permit recovery of the time-loss payment amount.

No sick leave or other leave will be deducted from the employee's accruals for three-hundred-and-sixty-five (365) calendar days following the date of injury due to the on-the-job injury or occupational illness or until the date of claim closure whichever comes sooner. No sick leave or other leave will be deducted from the employee's accruals for any Worker's Comp benefits waiting period.

b) Alternative Deductions:

If an employee is off work beyond the three-hundred-and-sixty-five (365) calendar days from the date of injury due to the on-the-job injury or occupational illness, the employee may elect which type of accrued leave to use (i.e. vacation, holiday, compensatory time, and sick leave), in addition to the amount of workers' compensation time loss payments, up to the

amount of their regular paycheck. Employees must use paid leave before taking unpaid leave. An employee must request one of the following leave deductions:

Shift	Default		
	10%	20%	30%
12 hour	1.25 hours	2.5 hours	3.75 hours
10 hour	1 hour	2 hours	3 hours
8 hour	1 hour	1.75 hours	2.5 hours

c) Employment Status and Benefits during Leave:

During the period of disability and as long the employee is receiving Workers' Compensation time loss payments or is receiving sick leave, holiday, or vacation pay, the employee shall continue to receive all forms of compensation (base wages, step increases, incentive pay, premium pay, Personal Expense & Special Pay Allowances, all insurance, etc.) and shall accrue sick time, holiday time, and vacation time. The employee will continue to be responsible for the employee portion of insurance benefit premiums.

In the event an employee's time loss benefits end, but the employee is unable to return to work, that employee may access all leave benefits in order to receive their regular paycheck. Once the employee has exhausted all accrued leave benefits, the employee can maintain continuation of benefits as outlined in article 10.11 Continuation of Medical/Dental Premiums.

d) Denial of Claim:

If an employee's workers' compensation claim is denied by the worker's compensation carrier, the employee's injury or illness will be treated as a non-occupational claim from the date of denial. In the event the denial is reversed by the Workers' Compensation Board or Oregon courts, the employee's sick leave and other paid leave accounts will be adjusted to reflect what they should have received in sick leave and other benefits, and the employee will be made whole in all ways consistent with this Article 10.4 as if they had been granted an accepted claim from the date of injury due to the on-the-job injury or occupational illness. Any such restoration of leave, pay, and benefits will be adjusted to account for Workers' Compensation time-loss payments consistent with this Article 10.4.

e) Modified Duty:

In the event of a work-related injury or illness, the City may assign reasonable modified duty consistent with the employee's medical restrictions as determined by the employee's health care provider. If an employee refuses modified duty, the employee will become ineligible for Time Loss and City supplemental pay.

The remaining sections of Article 10 will remain as ratified. The changes to Article 10.4 set out in this MOU will remain in full force and effect and will become part of the next Collective Bargaining Agreement. The parties further agree that article 10.4 will merge into Article 21.

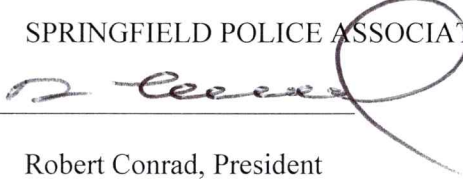
The parties agree to these provisions on this 11th day of March, 2021.

CITY OF SPRINGFIELD

A handwritten signature in dark ink, appearing to be 'Chaim Hertz', written over a horizontal line.

Chaim Hertz, Human Resources Director

SPRINGFIELD POLICE ASSOCIATION

A handwritten signature in dark ink, appearing to be 'Robert Conrad', written over a horizontal line. A large, loopy circular flourish extends from the end of the signature.

Robert Conrad, President